



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL
PROPERTY)**

Case Reference : CHI/OOHN/LBC/2021/0028

Property : 49 Poole Hill, Bournemouth, Dorset BH2 5PS

Applicant : Mr IG Bradshaw, Mrs JF Holdaway, Mrs
CMFWinterburgh (Trustees and Executors of
the Late Mr JRF Crouch

Representative :

Respondent : Richard Bevin

Representative :

Type of Application : Application for determination of breach

Tribunal Members : **Judge Jim Shepherd**

Date of Determination : 16th May 2022

Determination

1. In this case the Applicants, Mr Bradshaw, Mrs Holdaway and Mrs Winterburgh, in their capacity as Trustees of the James Crouch Will Trust and

Executors for Mr JRF Crouch (“The Applicants”) are seeking a determination to the effect that the Respondent, Richard Bevin (The Respondent) has breached his lease. The Respondent is insolvent and the Insolvency Service are instructed. He was adjudged bankrupt on 9th March 2020.

2. The Respondent is the leaseholder of First Floor Premises, 49 Poole Hill, Bournemouth, BH25PS (The premises). Clause 6.2 of his lease requires him as the head lessee *to repair and renew and where appropriate wash down, paint and decorate to such a standard including the roof and eaves of the building*. It is alleged by the Applicant that the roof was in disrepair and unsafe. The Applicant had to carry out roof works in default at a cost of £11579.

3. The witness statement of Alastair Coke on behalf of the Applicants outlines in clear terms the chronology of the case. In summary:

13th November 2019 – reports of stonework becoming detached form the premises. Freeholders take immediate action and make premises safe.

14th March 2019 – further reports of concrete falling. Contractors instructed to remove stone - work.

18th March 2019 – Respondent informed of urgency of the issue and risk of death.

27 March 2019 – Meeting with Respondent who says he is employing a surveyor. Nothing happens and Applicants have to carry out works in default.

Determination

4. It is patently clear that the Respondent is in breach of his lease . Specifically, he has breached clause 6.2. The Freeholders have carried out works in default as they were entitled to do at a cost of £11579. There is no breach of clause 7.1 as such because that clause is a re-entry clause giving the Applicants rights in the event of bankruptcy.

Judge Shepherd

16th May 2022

ANNEX - RIGHTS OF APPEAL Appealing against the tribunal's decisions

1. A written application for permission must be made to the First-tier Tribunal at the Regional tribunal office which has been dealing with the case.
2. The application for permission to appeal must arrive at the Regional tribunal office within 28 days after the date this decision is sent to the parties.
3. If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
4. The application for permission to appeal must state the grounds of appeal, and state the result the party making the application is seeking. All applications for permission to appeal will be considered on the papers
5. Any application to stay the effect of the decision must be made at the same time as the application for permission to appeal.